

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

THOMAS PRATT,)	
)	
Plaintiff,)	
)	
vs.)	CAUSE NO. 1:20-cv-2641
)	
INTOWN SUITES GREENWOOD, LLC,)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES

Plaintiff, Thomas Pratt, for his Complaint against Defendant, InTown Suites Greenwood, LLC, states the following:

I. Parties

1. Plaintiff is a resident of Marion County, Indiana.
2. Defendant, Heritage, is a business located in Greenwood, Indiana.

II. Jurisdiction and Venue

3. This court has jurisdiction to hear this claim pursuant to 28 U.S.C. §1331, in that the claims arise under the laws of the United States. Specifically, Plaintiff brings this action to enforce his rights under the FLSA.
4. This court has jurisdiction to hear these state claims pursuant to the court's supplemental jurisdiction under 28 U.S.C. §1367.
5. Venue in the Southern District of Indiana, Indianapolis Division, is appropriate by virtue Defendant doing business in this District.

III. Factual Allegations

6. Plaintiff began working for Defendant on October 28, 2019.
7. Defendant hired Plaintiff to be the General Manager of its Greenwood facility.
8. Plaintiff was paid a salary of \$48,000.00 per year.
8. Defendant classified Plaintiff as an exempt employee.
9. Defendant did not pay Plaintiff overtime wages when working over 40 hours in a workweek.
10. Plaintiff earned Paid Time Off (“PTO”) while working for Defendant.
11. Plaintiff voluntarily separated his employment with Defendant.
12. Plaintiff quit his employment with Defendant on June 15, 2020.
13. Defendant does not have a good faith reason for its failure to pay Plaintiff his accrued, unused PTO wages upon his separation.
14. Defendant does not have a good faith reason for wrongfully misclassifying Plaintiff as an exempt employee who is not entitled to overtime pay.

III. Cause of Action

Count I

Failure to Wages

Pursuant to the Wage Payment Statute, Ind. Code §22-2-5 *et. seq.*

15. Plaintiff incorporates paragraphs 1 through 14 by reference herein.
16. Plaintiff was an employee of Defendant pursuant to the Wage Payment Statute.
17. Defendant was an employer pursuant to the Wage Payment Statute.
18. Defendant failed to pay Plaintiff his wages in the correct amount.
19. Defendant failed to pay Plaintiff his wages in a timely fashion.
20. Plaintiff has been damaged by Defendant’s violations of the Wage Payment Statute.

WHEREFORE, Plaintiff prays that the Court enter a Judgment in favor of Plaintiff and against Defendant in an amount to compensate Plaintiff, liquidated damages, prejudgment interest, attorney fees, costs of this action, and for all other relief which is just and proper in the premises.

Respectfully submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

Count II
Failure to Pay Overtime Wages
Pursuant to the FLSA, 29 U.S.C. §201 *et. seq.*

21. Plaintiff incorporates paragraphs 1 through 20 by reference herein.
22. Plaintiff was an employee of Defendant pursuant to the FLSA.
23. Plaintiff's work for Defendant involved interstate commerce.
24. Defendant is an employer pursuant to the FLSA.
25. Defendant had gross revenues of at least \$500,000.00 for the 2018 calendar year.
26. Defendant had gross revenues of at least \$500,000.00 for the 2019 calendar year.
27. Defendant's violations of the FLSA have damaged Plaintiff.

WHEREFORE, Plaintiff prays that the Court enter a Judgment in favor of Plaintiff and against Defendant in an amount to compensate Plaintiff, liquidated damages, prejudgment interest, attorney fees, costs of this action, and for all other relief which is just and proper in the premises.

Respectfully submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49

IV. Jury Demand

28. Plaintiff incorporates paragraphs 1 through 27 by reference herein.
29. Plaintiff demands a trial by jury.

Respectfully submitted,

WELDY LAW

/s/Ronald E. Weldy
Ronald E. Weldy, #22571-49
Counsel for Plaintiff,
Thomas Pratt

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